

JAMIE LYNN GALLIAN  
16222 MONTEREY LANE UNIT 376  
HUNTINGTON BEACH, CA 92649  
714-321-3449  
JAMIEGALLIAN@GMAIL.COM

UNITED STATES BANKRUPTCY COURT  
CENTRAL DISTRICT OF CALIFORNIA-SANTA ANA DIVISION

IN RE:  
JAMIE LYNN GALLIAN  
DEBTOR

Case No.: 8:21-BK-11710-SC

OPPOSITION TO CHAPTER 7 TRUSTEE  
AND HUNTINGTON BEACH GABLES  
4TH STIPULATION AS UNNECESSARY  
AS STATE COURT CROSS-COMPLAINT  
CASE NO. 30-2020-01163055, FILED BY  
HUNTINGTON BEACH GABLES  
AGASINT DEBTOR WAS DISMISSED  
REGARDING UNIFORM VOIDABLE  
TRANSACTIONS ACT (UVTA) ON  
AUGGUST 7, 2024, DOC NO. 465;  
DECLARATION OF JAMIE LYNN  
GALLIAN

TO THE HONORABLE SCOTT C CLARKSON, UNITED STATES BANKRUPTCY JUDGE, THE OFFICE OF THE UNITED STATES TRUSTEE, CHAPTER 7 TRUSTEE JEFFREY GOLDEN, HUNTINGTON BEACH GABLES HOMEOWNERS ASSOCIATION AND COUNSEL ROBERT GOE;

**DECLARATION OF JAMIE LYNN GALLIAN**

**DECLARATION OF JAMIE LYNN GALLIAN**

On October 2, 2024, Debtor received a 4<sup>th</sup> Stipulation between the Chapter 7 Trustee Jeffrey Golden and Huntington Beach Gables Attorney Robert Goe, continuing a Stipulated

OPPOSITION TO CHAPTER 7 TRUSTEE AND HUNTINGTON BEACH GABLES 4TH STIPULATION AS UNNECESSARY AS STATE COURT CROSS-COMPLAINT CASE NO. 30-2020-01163055, FILED BY HUNTINGTON BEACH GABLES AGASINT DEBTOR WAS DISMISSED REGARDING UNIFORM VOIDABLE TRANSACTIONS ACT (UVTA) ON AUGGUST 7, 2024, DOC NO. 465; DECLARATION OF JAMIE LYNN GALLIAN - 1

1 Agreement until approximately April 2025.

2 Debtor sent an email to the attorney's and asked for an explanation why a 4<sup>th</sup> Stipulation  
3 is necessary between two attorney's involving Debtor's Chapter 7 case.  
4

5 Although Debtor is not an attorney, courtesy would dictate that one of the Officers of the  
6 Court would answer Debtor's email with an explanation. However this was not the case.  
7

8 What the Debtor does know for sure, on October 31, 2018, Debtor sold her primary  
9 residence located at 4476 Alderport Drive Unit 53, Huntington Beach, CA 92649, to a bona fide  
10 purchaser Randall Nickel, for value, and used the exempt proceeds on November 1, 2018, to  
11 purchase Debtor's current residence, a personal property 2014 Skyline Custom Villa  
12 Manufactured Home LBM 1081, occupied by Debtor for 6 years as Debtor's personal residence  
13 since the day she purchased it and still a defendant in a 6 year old UD case no. 30-2019-

14 01041423, now a second UD case no 30-2023-01316057, filed after this Court granted Houser  
15 Bros. relief from stay on or about February 16, 2023. This Court has to be asking itself, what in  
16 the world is going on..... Talk about wasting judicial resources. When Ms. Gallian was told by  
17 the Judicial Officer Honorable Scott C. Clarkson on or about April 23, 2023, during Trial, Judge  
18 Clarkson told the Debtor she could waive her discharge, "Get her Life back" Debtor wants this  
19 the Court to know that before the District Court ruling, Debtor asked for help from Trustee  
20 Golden and his attorney Aaron De Leest to assist Debtor to prepare a waiver of Debtor's  
21 Discharge. Both attorney's said at the same time, "The waiver is gone, you cannot do that now."  
22

23 Since the day Debtor sold her home (over 6 years ago) to Mr. Nickel, the Huntington  
24 Beach Gables Homeowners Association, Board Members, led by former Gables HOA Attorney  
25

26 OPPOSITION TO CHAPTER 7 TRUSTEE AND HUNTINGTON BEACH GABLES 4TH STIPULATION AS  
27 UNNECESSARY AS STATE COURT CROSS-COMPLAINT CASE NO. 30-2020-01163055, FILED BY  
28 HUNTINGTON BEACH GABLES AGAINST DEBTOR WAS DISMISSED REGARDING UNIFORM  
VOIDABLE TRANSACTIONS ACT (UVTA) ON AUGUST 7, 2024, DOC NO. 465; DECLARATION OF  
JAMIE LYNN GALLIAN - 2

1 Janine Jasso, continue to conspire with Houser Bros Co., the owner of the Real Property at the  
2 GABLES APN 178-771-03, purchased by Houser Bros. in approximately March 1964, thereafter  
3 Houser entered into an 80 year Ground Leasehold ("Leased-Land") with Robert P. Warmington,  
4 an individual, thereafter subleased to The Robert P. Warmington Co.  
5

6 The Robert P. Warmington Co. proposed to build multi-family apartment homes and  
7 convert the apartment homes through a recorded Condominium Plan to air-space condominiums  
8 pursuant to recorded CC&Rs, May 28, 1980, Official Records, Clerk Recorder, County of  
9 Orange. However, the City of Huntington Beach Planning Department and the City Attorney  
10 reviewed the CC&Rs and said, "Not so fast."  
11

12 The Warmington Plan to build air-space condominiums on leased land violated the City's  
13 Ordinance Code. Therefore, Houser Bros and Warmington Co. amended the CC&Rs to grant  
14 and convey certain fee interests to the consumers. The First Amendment to the CC&Rs were  
15 recorded August 5, 1980 Instrument No. 8005. However every consumer and owner pays an  
16 unconscionable unlawful ground-lease and subcondominium sublease only to line the Houser  
17 pockets and the pockets of BS Investors. The Warmington/Houser 1979 Groundlease is not  
18 recorded on the land were the Gables Condominiums are built. It is recorded in the land  
19 originally owned by Lomita Land and Water Company, sold to Huntington Harbour Corporation,  
20 Grant Deed to the Ocean View School District and eventually City of Huntington Beach.  
21

22 This is where Jamie Gallian comes in. Approximately 2016, she received two bills for the  
23 same [real property], where she was living at the Gables; one from the Orange County Tax  
24 Assessor, approximately \$4000.00, and the second bill for over \$8000.00, from an entity  
25

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28 OPPOSITION TO CHAPTER 7 TRUSTEE AND HUNTINGTON BEACH GABLES 4TH STIPULATION AS  
UNNECESSARY AS STATE COURT CROSS-COMPLAINT CASE NO. 30-2020-01163055, FILED BY  
HUNTINGTON BEACH GABLES AGASINT DEBTOR WAS DISMISSED REGARDING UNIFORM  
VOIDABLE TRANSACTIONS ACT (UVTA) ON AUGGUST 7, 2024, DOC NO. 465; DECLARATION OF  
JAMIE LYNN GALLIAN - 3

1 claiming to be the Ground Lessor and sometimes claimed to be the Ground Tenant, called BS  
2 Investors, filed by Hugh Saddington, President and General Partner, BS Investors, and LPL and  
3 their Attorney Gordon May, Esq. Irvine, CA. Official Records, Clerk Recorder, County of  
4 Orange.  
5

6 Debtor became alarmed because although working as a Flight Attendant is a wonderful  
7 job, the pay is not such to afford the tax assessors bill and a ground rent both for the same dirt,  
8 Debtor began to investigate. The concept of paying "RENT" for the ground under her home was  
9 unsettling, considering she was conveyed certain Fee Interests in the First Amendment to the  
10 CC&Rs recorded 8/5/1980, instrument no 8005, and paid the Orange County Tax Assessor's  
11 Assessments for the same ground.  
12

13 I am going to digress here, because eventually Debtor sold her interests in the Gables and  
14 moved out of the Gables. However, for the past 6 years the purchaser of Debtor's interest,  
15 Randall Nickel has been embroiled in a litigious lawsuit with the Huntington Beach Gables  
16 Homeowners Association. The HOA claiming that Debtor still owns the Alderport home she sold  
17 to Mr. Nickel six years ago. Debtor believes this to be the reason why the Gables HOA and the  
18 Trustee are continuing to enter into now a 4<sup>th</sup> Stipulation. However the Nickel v Gables HOA, et  
19 al case settled and debtor was dismissed from the Gables HOA Cross-Complaint.  
20

21 The Gables HOA attempted to foreclose on the Alderport home by nonjudicial  
22 foreclosure spear-headed by former Gables Attorney Janine Jasso, throughout the Covid-19,  
23 using the fact Courts were closed and then backlogged for years when they did eventually open.  
24 Mr. Nickel's title was clouded by the Gables HOA filing a Lis Pendens. Eventually Mr. Nickel  
25

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28 OPPOSITION TO CHAPTER 7 TRUSTEE AND HUNTINGTON BEACH GABLES 4TH STIPULATION AS  
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JAMIE LYNN GALLIAN - 4

1 filed a multi-million dollar lawsuit against Gables HOA Attorney Janine Jasso, other Gables  
2 Board Members, Elite Management Co. just about everyone, except one person, **DEBTOR**.  
3

4 Over at the Mobilehome Park, Gallian was faced with her own problems beginning with  
5 Houser Bros Co. refusing to enter into a Lease Agreement for the pad, the 2014 manufactured  
6 home sits on. Refusing to consider any other Applications by Prospective Purchasers, so Gallian  
7 could sell and get away; Houser Bros Co. attorney Vivienne Alston, also claiming judicial  
8 officers at CJC, and very vocally in fact to Debtors attorney Steven A. Fink, Newport Beach,  
9 claiming that Debtor still owned the Alderport home and that the Gables, BS Investors, Houser  
10 Bros, would never recognize Purchaser Randal Nickel as a bona fide purchaser of Alderport or  
11 Debtor, Jamie Gallian, a bona fide purchaser of the Ryan 2014 Skyline Custom Villa  
12 manufactured home sold to Gallian pursuant to a Court Order issued by Judicial Officer Carmen  
13 Luege. For 6 years, both Randal Nickel and Jamie Gallian have been held hostage in their  
14 homes, by several attorney's including, Janine Jasso, Esq.; Robert Goe, Esq.; Stanley Feldsott,  
15 Esq.; Austin Nichter, Esq.; Vivienne Alston, Esq.; Donald Diebold, Esq.;  
16 Rancho Del Rey Park Operator, Houser Bros Co.; Park Management, Five STAR;  
17  
18

19  
20 There is no reason the Chapter 7 Trustee with his counsel and Robert Goe counsel for  
21 Huntington Beach Gables need a Fourth Stipulation. Enough already. The Nickel v Huntington  
22 Beach Gables civil suit settled August 7, 2024, and Debtor has been dismissed as a cross-  
23 defendant August 7, 2024. Unless there is something that the Trustee and Mr, Goe know  
24 something different and are willing to share it with the Court, the Stipulation should be denied.  
25  
26

27 OPPOSITION TO CHAPTER 7 TRUSTEE AND HUNTINGTON BEACH GABLES 4TH STIPULATION AS  
28 UNNECESSARY AS STATE COURT CROSS-COMPLAINT CASE NO. 30-2020-01163055, FILED BY  
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JAMIE LYNN GALLIAN - 5

1 I declare under penalty of perjury the foregoing to be true and correct.  
2  
3 SIGNED THIS 3<sup>RD</sup> DAY OF OCTOBER 2024, AT HUNTINGTON  
4 BEACH, CA, COUNTY OF ORANGE.  
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*Jamie Lynn Gallian*  
JAMIE LYNN GALLIAN

OPPOSITION TO CHAPTER 7 TRUSTEE AND HUNTINGTON BEACH GABLES 4TH STIPULATION AS  
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JAMIE LYNN GALLIAN - 6

## EXHIBIT 1

|  |  |                               |
|--|--|-------------------------------|
| ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):<br>Austin Nichter (Bar # 289253)<br>Feldsott, Lee & Nichter<br>23161 Mill Creek Drive, Suite 300, Laguna Hills, CA 92653<br>TELEPHONE NO.: (949) 729-8002 FAX NO. (Optional): (949) 729-8012<br>E-MAIL ADDRESS (Optional): anichter@cahoalaw.com<br>ATTORNEY FOR (Name): The Huntington Beach Gables Homeowners Association, Cross-Complainant |  | FOR COURT USE ONLY            |
| <b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE</b><br>STREET ADDRESS: 700 Civic Center Drive West<br>MAILING ADDRESS: Same<br>CITY AND ZIP CODE: Santa Ana 92701<br>BRANCH NAME: Central Justice Center   |  |                               |
| PLAINTIFF/PETITIONER: Randall L. Nickel, et al.<br>DEFENDANT/RESPONDENT: The Huntington Beach Gables Homeowners Association, et al.  |  |                               |
| REQUEST FOR DISMISSAL  |  | CASE NUMBER: 30-2020-01163055 |
| <b>A conformed copy will not be returned by the clerk unless a method of return is provided with the document.</b>   |  |                               |
| <b>This form may not be used for dismissal of a derivative action or a class action or of any party or cause of action in a class action. (Cal. Rules of Court, rules 3.760 and 3.770.)</b>  |  |                               |

1. TO THE CLERK: Please dismiss this action as follows:

a. (1)  With prejudice (2)  Without prejudice  
b. (1)  Complaint (2)  Petition  
(3)  Cross-complaint filed by (name):  
(4)  Cross-complaint filed by (name):  
(5)  Entire action of all parties and all causes of action  
(6)  Other (specify):\* Dismiss Cross-Complaint filed on November 9, 2020, as to Cross-Defendant Jamie L. Gallian, an individual, only

on (date):

on (date):

2. (Complete in all cases except family law cases.)

The court  did  did not waive court fees and costs for a party in this case. (This information may be obtained from the clerk. If court fees and costs were waived, the declaration on the back of this form must be completed).

Date: August 7, 2024

Austin Nichter

(TYPE OR PRINT NAME OF  ATTORNEY  PARTY WITHOUT ATTORNEY)

Austin Nichter

(SIGNATURE)

\*If dismissal requested is of specified parties only or specified causes of action only, or of specified cross-complaints only, so state and identify the parties, causes of action, or cross-complaints to be dismissed.

Attorney or party without attorney for:

Plaintiff/Petitioner  Defendant/Respondent  
 Cross-Complainant

3. TO THE CLERK: Consent to the above dismissal is hereby given.\*\*

Date:

(TYPE OR PRINT NAME OF  ATTORNEY  PARTY WITHOUT ATTORNEY)

(SIGNATURE)

\*\* If a cross-complaint – or Response (Family Law) seeking affirmative relief – is on file, the attorney for cross-complainant (respondent) must sign this consent if required by Code of Civil Procedure section 581 (i) or (j).

Attorney or party without attorney for:

Plaintiff/Petitioner  Defendant/Respondent  
 Cross-Complainant

(To be completed by clerk)

4.  Dismissal entered as requested on (date): 08/07/2024

5.  Dismissal entered on (date): as to only (name):

6.  Dismissal not entered as requested for the following reasons (specify):

7. a.  Attorney or party without attorney notified on (date):

b.  Attorney or party without attorney not notified. Filing party failed to provide  
 a copy to be conformed  means to return conformed copy

Date: 08/07/2024

Clerk, by \_\_\_\_\_

L. Arnold

, Deputy

L. Arnold

Page 1 of 2

PLAINTIFF/PETITIONER: Randall L. Nickel, et al.

CASE NUMBER:

DEFENDANT/RESPONDENT: The Huntington Beach Gables Homeowners Association, et al.

30-2020-01163055

**COURT'S RECOVERY OF WAIVED COURT FEES AND COSTS**

If a party whose court fees and costs were initially waived has recovered or will recover \$10,000 or more in value by way of settlement, compromise, arbitration award, mediation settlement, or other means, the court has a statutory lien on that recovery. The court may refuse to dismiss the case until the lien is satisfied, (Gov. Code, § 88637.)

**Declaration Concerning Waived Court Fees**

1. The court waived court fees and costs in this action for (name):
2. The person named in Item 1 is (check one below):
  - a.  not recovering anything of value by this action.
  - b.  recovering less than \$10,000 in value by this action.
  - c.  recovering \$10,000 or more in value by this action. (If item 2c is checked, Item 3 must be completed.)
3.  All court fees and court costs that were waived in this action have been paid to the court (check one):  Yes  No

I declare under penalty of perjury under the laws of the State of California that the information above is true and correct.

Date: \_\_\_\_\_

(TYPE OR PRINT NAME OF  ATTORNEY  PARTY MAKING DECLARATION)

(SIGNATURE)

CIV-120

|   |                           |
|---|---------------------------|
| <p>ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):<br/> <b>Austin Nichter (Bar # 289253)</b><br/> <b>Feldsott, Lee &amp; Nichter, 23161 Mill Creek Drive, Suite 300, Laguna Hills, CA 92653</b><br/> <b>TELEPHONE NO: (949) 729-8002 FAX NO: (949) 729-8012</b><br/> <b>E-MAIL ADDRESS: anichter@cahoalaw.com</b></p> | <p>FOR COURT USE ONLY</p> |
| <p>ATTORNEY FOR (Name): <b>The Huntington Beach Gables Homeowners Association, Cross-Complainant</b></p>  |                           |
| <p><b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE</b></p>  |                           |
| <p>STREET ADDRESS: <b>700 Civic Center Drive West</b></p>   |                           |
| <p>MAILING ADDRESS: <b>Same</b></p>   |                           |
| <p>CITY AND ZIP CODE: <b>Santa Ana 92701</b></p>  |                           |
| <p>BRANCH NAME: <b>Central Justice Center</b></p>   |                           |
| <p>PLAINTIFF/PETITIONER: <b>Randall L. Nickel, et al.</b></p>   |                           |
| <p>DEFENDANT/RESPONDENT: <b>The Huntington Beach Gables Homeowners Association, et al.</b></p>  |                           |
| <p><b>NOTICE OF ENTRY OF DISMISSAL AND PROOF OF SERVICE</b></p>   |                           |
| <p><input type="checkbox"/> <b>Personal Injury, Property Damage, or Wrongful Death</b><br/> <input type="checkbox"/> <b>Motor Vehicle</b>      <input type="checkbox"/> <b>Other</b></p>  |                           |
| <p><input type="checkbox"/> <b>Family Law</b></p>   |                           |
| <p><input type="checkbox"/> <b>Eminent Domain</b></p>   |                           |
| <p><input checked="" type="checkbox"/> <b>Other (specify): Unlimited Civil</b></p>  |                           |
| <p>CASE NUMBER:</p>   |                           |
| <p><b>30-2020-01163055</b></p>  |                           |

**TO ATTORNEYS AND PARTIES WITHOUT ATTORNEYS:** A dismissal was entered in this action by the clerk as shown on the Request for Dismissal. (Attach a copy completed by the clerk.)

Date: August 12, 2024

Austin Nichter



{SIGNATURE}

**PROOF OF SERVICE**

1. I am over the age of 18 and not a party to this cause. My residence or business address is:  
23161 Mill Creek Drive, Suite 300, Laguna Hills, CA 92653
2.  I am a resident of or employed in the county where the mailing occurred. I served a copy of the *Notice of Entry of Dismissal* and *Request for Dismissal* by mailing them, in a sealed envelope with postage fully prepaid, as follows:
  - a.  I deposited the envelope with the United States Postal Service.
  - b.  I placed the envelope for collection and processing for mailing following this business's ordinary practice with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.
  - c. Date of deposit:
  - d. Place of deposit (city and state):
  - e. Addressed as follows (name and address):
3.  I served a copy of the *Notice of Entry of Dismissal* and *Request for Dismissal* by personally delivering copies as shown below:
  - a. Name of person served:
  - b. Address at which person served:
  - c. On (date):
  - d. At (time):
4.  I served a copy of the *Notice of Entry of Dismissal* and *Request for Dismissal* by electronically serving copies as shown below (complete if electronic service is used based on a court order or agreement of the parties):
  - a. Name of person served:
  - b. Electronic service address of person served:
  - c. On (date):
  - d. At (time):
  - e. Electronic service address from which I served the documents: Proof of electronic service is attached.
5.  Proof of service on additional parties is attached.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: August 12, 2024

Ivan K. Reyes

(TYPE OR PRINT NAME)

(SIGNATURE OF DECLARANT)

Page 1 of 1

Form Adopted for Mandatory Use  
Judicial Council of California  
CIV-120 [Rev. January 1, 2012]

**NOTICE OF ENTRY OF DISMISSAL  
AND PROOF OF SERVICE**

Code of Civil Procedure, § 581 et seq.;  
Cal. Rules of Court, rule 3.1390  
[www.courts.ca.gov](http://www.courts.ca.gov)

POS-050/EFS-050

|  |                         |                    |
|--|-------------------------|--------------------|
| ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO: 289253                                   |                         | FOR COURT USE ONLY |
| NAME: Austin Nichter   |                         |                    |
| FIRM NAME: Feldsott, Lee & Nichter   |                         |                    |
| STREET ADDRESS: 23161 Mill Creek Drive, Suite 300  |                         |                    |
| CITY: Laguna Hills   | STATE: CA               | ZIP CODE: 92653    |
| TELEPHONE NO.: (949) 729-8002  | FAX NO.: (949) 729-8012 |                    |
| E-MAIL ADDRESS: anichter@cahoalaw.com  |                         |                    |
| ATTORNEY FOR (name): The Huntington Beach Gables Homeowners Association, Cross-Complainant |                         |                    |
| SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE   |                         |                    |
| STREET ADDRESS: 700 Civic Center Drive West  |                         |                    |
| MAILING ADDRESS: Same  |                         |                    |
| CITY AND ZIP CODE: Santa Ana 92701   |                         |                    |
| BRANCH NAME: Central Justice Center  |                         |                    |
| PLAINTIFF/PETITIONER: Randall L. Nickel, et al.  |                         |                    |
| DEFENDANT/RESPONDENT: The Huntington Beach Gables Homeowners Association, et al.           |                         |                    |
| <b>PROOF OF ELECTRONIC SERVICE</b>   |                         |                    |
| CASE NUMBER: 30-2020-01163055  |                         |                    |
| JUDICIAL OFFICER: Hon. Deborah Servino   |                         |                    |
| DEPARTMENT: C21  |                         |                    |

1. I am at least 18 years old.
  - a. My residence or business address is (specify):  
23161 Mill Creek Drive, Suite 300  
Laguna Hills, CA 92653
  - b. My electronic service address is (specify): ireyes@cahoalaw.com
2. I electronically served the following documents (exact titles):  
Request for Dismissal

The documents served are listed in an attachment. (Form POS-050(D)/EFS-050(D) may be used for this purpose.)

3. I electronically served the documents listed in 2 as follows:
  - a. Name of person served:  
On behalf of (name or names of parties represented, if person served is an attorney):
  - b. Electronic service address of person served :

c. On (date):

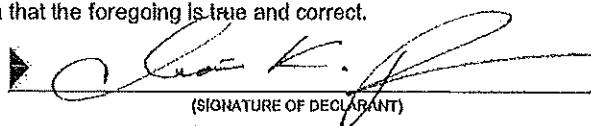
The documents listed in item 2 were served electronically on the persons and in the manner described in an attachment. (Form POS-050(P)/EFS-050(P) may be used for this purpose.)

Date: August 12, 2024

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Ivan K. Reyes

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

Page 1 of 1

|  |                                  |
|--|----------------------------------|
| SHORT TITLE:<br>Nickel vs. The Huntington Beach Gables HOA | CASE NUMBER:<br>30-2020-01163055 |
|--|----------------------------------|

**ATTACHMENT TO PROOF OF ELECTRONIC SERVICE (PERSONS SERVED)**

*(This attachment is for use with form POS-050/EFS-050.)*

**NAMES, ADDRESSES, AND OTHER APPLICABLE INFORMATION ABOUT PERSONS SERVED:**

**Name of Person Served**

**Electronic Service Address**

**Date of Electronic Service**

*(If the person served is an attorney,  
the party or parties represented should  
also be stated.)*

officemanager@mellorlawfirm.com;  
mmellor@mellorlawfirm.com

Date: August 12, 2024

Jamie L. Gallian

jamiegallian@gmail.com

Date: August 12, 2024

Date:

Date:

Date:

Date:

Date:

Date:

## EXHIBIT 2

**From:** Mark Mellor mmellor@mellorlawfirm.com   
**Subject:** RE: Gallian Deposition and Order to release Condominium from Bankruptcy stay  
**Date:** July 5, 2024 at 11:52 AM  
**To:** OC Services bobwentyflyng@yahoo.com  
**Cc:** Jamie Gallian Jamiegallian@gmail.com, R.nickelproperties@yahoo.com R.NickelProperties@yahoo.com, Teresa Snyder tsnyder@mellorlawfirm.com, Valerie Ramirez vramirez@mellorlawfirm.com



Ms. Gallian:

The trustee has abandoned any and all interest it may have in the condominium unit that is part of our action. The order states:

The trustee "seeks to abandon the Estate's claims against Randall L. Nickel ("Nickel") arising solely out of the October 25, 2018 transfer (the "Transfer") of the Debtor's interest in the property commonly known as 4476 Alderport Dr. #53, Huntington Beach, California 92649 (the "Property") to Nickel (collectively, the "Claims"), including any claims under the Uniform Voidable Transactions Act (California Civil Code§§ 3439 et seq.) and 11 U.S.C. § 544.

If you recall when you originally filed your bankruptcy petition you asserted that you still had an interest in the condominium you sold to Mr. Nickel, giving rise to the HOA's allegations that you fraudulently sold the condo to Mr. Nickel, under the uniform voidable transfers act. You subsequently changed that language in your amended schedules filed in the Bankruptcy matter following our discussion about same and the Trustee subsequently abandoned any interest your estate had in the condo you sold to Mr. Nickel. Our case moved forward as a result.

Now, if you are asserting some right you think you have to avoid appearing at your noticed deposition and/or going to trial on the Gables HOA's Cross-Complaint, then I would encourage you to seek Bankruptcy counsel to advise you on the assertion of the Bankruptcy Stay in that regard. As to that assertion, I cannot advise you because I am not a Bankruptcy Law expert.

Anyway, that is the reason for the ex-parte notice and I would encourage you to plan on appearing at that hearing, as a result, in order to avoid the HOA succeeding in continuing our trial on August 12, 2024. It is my perception that HOA counsel are completely unprepared to go to trial in this matter.

Should you have any further questions, or concerns, please do not hesitate to call.

Very truly yours,

MARK A. MELLOR, ESQ.  
THE MELLOR LAW FIRM  
6800 Indiana Avenue  
Suite 220  
Riverside, CA 92506  
951-222-2100 tel.  
951-222-2122 fax



[www.mellorlawfirm.com](http://www.mellorlawfirm.com)

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---

**From:** OC Services <[bobwentflying@yahoo.com](mailto:bobwentflying@yahoo.com)>  
**Sent:** Friday, July 5, 2024 11:16 AM  
**To:** Mark Mellor <[mmellor@mellorlawfirm.com](mailto:mmellor@mellorlawfirm.com)>  
**Cc:** Jamie Gallian <[jamiegallian@gmail.com](mailto:jamiegallian@gmail.com)>  
**Subject:** Fwd: TRUSTEE AND HB GABLES stip



132.08-29-22  
Truste...kel.pdf

RECEIVED

AUG 29 2022

1 ERIC P. ISRAEL (State Bar No. 132426)  
2 *eric@DanningGill.com*

3 AARON E. DE LEEST (State Bar No. 216832)  
4 *aadeleest@DanningGill.com*

5 DANNING, GILL, ISRAEL & KRASNOFF, LLP  
6 1901 Avenue of the Stars, Suite 450  
7 Los Angeles, California 90067-6006  
8 Telephone: (310) 277-0077

9 Facsimile: (310) 277-5735  
10 Attorneys for Jeffrey I. Golden,  
11 Chapter 7 Trustee

12 UNITED STATES BANKRUPTCY COURT  
13 CENTRAL DISTRICT OF CALIFORNIA  
14 SANTA ANA DIVISION

15 Case No. 8:21-bk-11710-ES  
16 Chapter 7  
17 TRUSTEE'S NOTICE OF INTENT TO  
18 ABANDON ESTATE'S INTEREST IN  
19 CLAIMS AGAINST RANDALL L.  
20 NICKEL RELATING TO THE  
21 OCTOBER 2018 TRANSFER OF THE  
22 DEBTOR'S INTEREST IN THE  
23 PROPERTY COMMONLY KNOWN AS  
24 4476 ALDERPORT DR #53,  
25 HUNTINGTON BEACH, CALIFORNIA  
26 92649  
27 [No Hearing Required]

28 TO ALL CREDITORS AND INTERESTED PARTIES:

29 PLEASE TAKE NOTICE THAT Jeffrey I. Golden, as the Chapter 7 trustee (the  
30 "Trustee") for the bankruptcy estate (the "Estate") of Jamie Lynn Gallian (the "Debtor"), seeks to  
31 abandon the Estate's claims against Randall L. Nickel ("Nickel") arising solely out of the October  
32 2018 transfer (the "Transfer") of the Debtor's interest in the property commonly known as  
33 4476 Alderport Dr. #53, Huntington Beach, California 92649 (the "Property") to Nickel  
34 (collectively, the "Claims"), including any claims under the Uniform Voidable Transactions Act  
35 (California Civil Code §§ 3439 et seq.) and 11 U.S.C. § 544.

36 KOP1822 274K4  
37 1

1 The Trustee has investigated the Claims relating to the Transfer of the Property and has  
2 concluded that there is little to no value to the Estate in pursuing the Claims because the Trustee is  
3 not likely to recover more than the fees and costs to be incurred by the Estate. Accordingly, the  
4 Trustee believes that the Claims are burdensome to the Estate and of inconsequential value to the  
5 Estate. Therefore, the Trustee hereby gives notice of his intention to abandon the Claims.

6 NOTICE IS ALSO GIVEN that, pursuant to Local Bankruptcy Rule 6007-1 and  
7 9013-1(e)(3), any objection and request for a hearing must, not later than fourteen days from the  
8 date of service of this notice, plus an additional three days if served by mail or pursuant to  
9 Fed. R. Civ. P. 5(b)(2)(D) or (F), be filed with the Clerk of the Bankruptcy Court and served on:  
10 (1) Jeffrey I. Golden, Trustee, 650 Town Center Drive, Suite 600, Costa Mesa, CA 92626; (2) the  
11 Office of the United States Trustee at 411 West Fourth Street, Suite 7160, Santa Ana, CA 92701;  
12 and (3) counsel for the Trustee whose addresses is listed on the top left hand corner of this notice.  
13 Pursuant to Local Bankruptcy Rule 6007-1(d), if no timely objection and request for a  
14 hearing are filed and served, the Trustee will take the intended action without further notice or  
15 order of the Court. Any objections not timely filed and properly served will be deemed waived.  
16 Pursuant to Local Bankruptcy Rule 6007-1(d)(2), the Trustee may lodge a proposed order  
17 confirming the Trustee's abandonment of the Check but is not required to do so.  
18 NOTICE IS ALSO GIVEN that, in the event that the Trustee receives an acceptable offer  
19 to purchase the Claims before the expiration of the objection period set forth herein, the Trustee  
20 reserves the right to withdraw this notice and seek Court approval of a sale of the Claims to the  
21 highest bidder.

22 DANNING, GILL, ISRAEL & KRASNOFF, LLP  
23 DATED: August 25, 2022  
24 By: */s/ Aaron E. de Leest*  
25 AARON E. DE LEEST  
26 Attorneys for Jeffrey I. Golden,  
27 Chapter 7 Trustee

28 DATE OF MAILING: August 25, 2022  
29 1691822 274K4  
30 2

## PROOF OF SERVICE OF DOCUMENT

18 and not a party to this bankruptcy case or adversary proceeding. My business address is 1901 Suite 450, Los Angeles, CA 90067-6006.

copy of the foregoing document entitled (specify): TRUSTEE'S NOTICE OF INTENT TO S' INTEREST IN CLAIMS AGAINST RANDALL L. NICKEL RELATING TO THE OCTOBER 2018 DEBTOR'S INTEREST IN THE PROPERTY COMMONLY KNOWN AS 4476 ALDERPORT DR. BEACH, CALIFORNIA 92649, will be served or was served (a) on the judge in chambers in the manner by LBR 5005-2(d); and (b) in the manner stated below:

**BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below.  Service information continued on attached page.

**TELESTATES MAIL:** On August 25, 2022, I served the following persons and/or entities at the address in this bankruptcy case or adversary proceeding by causing to be placed a true and correct copy in the United States mail, first class, postage prepaid, and addressed as follows. Listing includes a declaration that mailing to the judge will be completed no later than 24 hours after the

Service information continued on attached page.

**BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served):** Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on \_\_\_\_\_, I served the following persons and/or entities by personal delivery, overnight mail service, or consented in writing to such service method, by facsimile transmission and/or email as follows. This declaration constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.  Service information continued on attached page.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Vivian Servin  
Printed Name

/s/ Vivian Servin  
Signature

## ADDITIONAL SERVICE INFORMATION (if needed):

### I: SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF")

Aaron B DE Leest on behalf of Trustee Jeffrey I Golden (TR)  
adeleest@DanningGill.com, danninggill@gmail.com;adeleest@ecf.inforuptcy.com

Robert P Goe on behalf of Creditor The Huntington Beach Gables Homeowners Association  
kmurphy@goeforlaw.com, rgoe@goeforlaw.com;goeforecf@gmail.com

Robert P Goe on behalf of Plaintiff The Huntington Beach Gables Homeowners Association  
kmurphy@goeforlaw.com, rgoe@goeforlaw.com;goeforecf@gmail.com

Jeffrey I Golden (TR)  
lwerner@wgllp.com, jig@trustsolutions.net;kadele@wgllp.com

D Edward Hays on behalf of Creditor Houser Bros. Co, dba Rancho Del Rey Mobile Home  
chays@marshackhays.com,  
chays@ecf.courtdrive.com;ksfrederick@ecf.courtdrive.com;cmendoza@marshackhays.com  
courtdrive.com

D Edward Hays on behalf of Interested Party Courtesy NEF  
chays@marshackhays.com,  
chays@ecf.courtdrive.com;ksfrederick@ecf.courtdrive.com;cmendoza@marshackhays.com  
courtdrive.com

D Edward Hays on behalf of Plaintiff Houser Bros. Co.  
chays@marshackhays.com,  
chays@ecf.courtdrive.com;ksfrederick@ecf.courtdrive.com;cmendoza@marshackhays.com  
courtdrive.com

Brandon J Iskander on behalf of Creditor The Huntington Beach Gables Homeowners Association  
biskander@goeforlaw.com, kmurphy@goeforlaw.com

Brandon J Iskander on behalf of Plaintiff The Huntington Beach Gables Homeowners Association  
biskander@goeforlaw.com, kmurphy@goeforlaw.com

Eric P Israel on behalf of Trustee Jeffrey I Golden (TR)  
eisrael@DanningGill.com, danninggill@gmail.com;eisrael@ecf.inforuptcy.com

Laila Masud on behalf of Creditor Houser Bros. Co, dba Rancho Del Rey Mobile Home  
lmasud@marshackhays.com, lmasud@ecf.courtdrive.com;ksfrederick@ecf.courtdrive.com

Laila Masud on behalf of Interested Party Courtesy NEF  
lmasud@marshackhays.com, lmasud@ecf.courtdrive.com;ksfrederick@ecf.courtdrive.com

Laila Masud on behalf of Plaintiff Houser Bros. Co.  
lmasud@marshackhays.com, lmasud@ecf.courtdrive.com;ksfrederick@ecf.courtdrive.com

Mark A Mellor on behalf of Defendant Randall L Nickel  
mell@mellorlawfirm.com, mellormr79158@notify.bestcase.com

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

June 2012

F 9013-3.1.PRO

behalf of Interested Party Courtesy NEF  
nm.com, mclormr79158@notify.bestcase.com

behalf of Interested Party Courtesy NEF claims@recoverycorp.com

tee (SA) uspregion16.sa.ecf@usdoj.gov

J.S. MAIL

The Honorable Brinthe Smill  
U.S. Bankruptcy Court  
411 West Fourth Street, Suite 5040  
Santa Ana, CA 92701-4593

SP #376  
A 92649

pmnt Dept.

IIC 92E

80-0001

jet, Suite 2030,

1-4500

ollector

-4515

rla, CA 92688-

ty Estates

A 92649-6214

ables HOA

7 Ste. 300 Laguna

Franchise Tax Board  
Bankruptcy Section MS: A-340  
P.O. Box 2952  
Sacramento, CA 95812-2952

Houser Bros. Co. dba Rancho Del Rey  
Mobile H  
c/o Marshack Hays LLP  
870 Roosevelt  
Irvine, CA 92620-3663

Association of Flight Attendants  
625 No. River Road Ste. 4020  
Rosemont, IL, 60018

BS Investors  
Robert P. Warmington C/o  
Gorden May Grant, Genovest &  
Baratta  
2030 Hain St, Ste. 1600  
Irvine, CA 92614

David R. Flyer  
4120 Birch St. Ste. 101,  
Newport Beach, CA 92660-2228

Feldsott & Lee  
23161 Mill Creek Drive Ste 300  
Laguna Hills, CA 92653-7907

Gordon Rees Scully & Mansukhani  
5 Park Plaza Sto. 1100  
Irvine, CA 92614-8502

Gordon Rees Scully & Mansukhani  
633 W 5th Street, 52nd Floor  
Los Angeles, CA 90071-2005

Houser Bros. Co. dba Rancho Del  
Rey Mobile Home Estates  
17610 Beach Blvd Ste. 32  
Huntington Beach, CA 92647-6876

Houser Brothers Co.  
dba Rancho Del Rey Mobilchome Est.  
17610 Beach Blvd, Ste. 32  
Huntington Beach, CA 92647-6876

Huntington Beach Gables  
Homeowners Association  
Epstein, Grinnel & Howell, APC  
10200 Willow Creek Rd Ste 100  
San Diego CA 92131-1655

Huntington Harbor Village  
16400 Saybrook  
Huntington Beach, CA 92649-2277

Huntington Hobile Home Inv. LLC.  
430 S. San Dimas Ave.  
San Dimas CA 91773-4045

Hyundai Capital Amerian  
PO BOX 269011  
Plano, TX 75026-9011

Internal Revenue Service Insolvency  
PO BOX 7346  
Philadelphia, PA 19101-7346

J-pad, LLC  
2702 N Gaff Street  
Orange, CA 92865-2417

Janine Jasso  
16025 Warmington Lane  
Huntington Beach, CA 92649-2278

Jennifer Ann Paulin  
c/o Gordon Rees Scully &  
Mansukhani  
633 W 5th Street, 52nd Floor  
Los Angeles, CA 90071-2005

Lee Gragnano  
16062 Wermington Ave.  
Huntington Beach CA 92649-2285

Linda Jean "Lindy" Bee  
c/o Gordon Rees Scully &  
Mansukhani  
633 W 5th Street, 52nd Floor  
Los Angeles, CA 90071-2005

Lori Ann Burnett  
c/o Gordon Rees Scully &  
Mansukhani  
633 W 5th Street, 52nd Floor  
Los Angeles, CA 90071-2005

June 2012

Huntington Mobile Home Investments  
16400 Saybrook Lane  
Huntington Beach, CA 92649-2277

Hyundai Capital America  
PO BOX 269011  
Plano, TX 75026-9011

J-Sandcastle Co, LLC  
16222 Monterey Ln Unit 376  
Huntington Beach CA 92649-2258

James H Cosello  
Cosello & Lincoln,  
525 N Cabrillo Park Dr, Ste 104  
Santa Ana, CA 92701-5017

JANINE JASSO  
PO BOX 370161  
EL PASO TX 79937-0161

Lee Gragnano  
16062 Wermington Ave.  
Huntington Beach, CA 92649-2285

Lindy Beck  
4443 Chase Dr.  
Huntington Beach, CA 92649-2297

Lori Burnett  
16107 Harmington Lane  
Huntington Beach, CA 92649-2281

Huntington Mobi  
LLC  
1100 Newport Be  
Newport Beach, C

Internal Revenue  
PO Box 7346  
Philadelphia, PA 191

J-pad, LLC  
21742 Anza Aver  
Torrance, CA 905

Janine Jasso  
c/o Gordon Rees :  
Mansukhani  
633 W 5th Street,  
Los Angeles, CA

Kia Motors Finan  
PO Box 20815  
Fountain Valley, CA

Lee S. Gragnano  
c/o Gordon Rees :  
Mansukhani  
633 W 5th Street,  
Los Angeles, CA

Lisa T. Ryan  
20949 Lassen St.  
Chatsworth, CA 9

Lori Burnett  
16107 Sherlock L  
Huntington Beach

|                                 |  |   |  |  |   |
|---------------------------------|--|---|--|--|---|
| Law Firm<br>4267                | Michael S. Devereux<br>Wex Law<br>9171 Wilshire Blvd, Ste. 500<br>Beverly Hills, CA 90210-5536                       | Nationwide Reconveyance, LLC<br>c/o Feldsolt & Lee<br>23161 Mill Creek Drive Ste 300<br>Laguna Hills, CA 92653-7908                                       | The Huntington Beach Gables<br>Homeowners Association<br>c/o Epstein Grinell & Howell,<br>APC 10200 Willow Creek Road,<br>Ste 100<br>San Diego, CA 92131 | The Huntington Beach Gables<br>Homeowners Assoc<br>c/o Goe Porsytha & Hodges LLP<br>18101 Von Karman Ave,<br>Suite 1200<br>Irvine, CA 92612-7119 | Theodore Phillips<br>17612 Sandra Lee<br>Huntington Beach                         |
| Atc Defender<br>Ste 600<br>4552 | Orange County Public Defender<br>801 Civic Center Dr<br>West Santa Ana, CA 92702                                     | Orange County Superior Court<br>c/o Feldsolt & Lee<br>23161 Mill Creek Dr, Ste. 300<br>Laguna Hills, CA 92653-7907  | Theodore R "Ted" Phillip<br>c/o Gordon Rees Scully &<br>Mansukhani<br>633 W 5th Street, 52nd Floor<br>Los Angeles, CA 90071-5205                         | US BANK<br>PO BOX 5229<br>CINCINNATI OH 45201-5229   | United Airlines<br>233 S. Hacker Dr.<br>Chicago, IL 60606                         |
| 208<br>I-4239                   | People of the St of CA<br>8141 13th St<br>Westminster CA 92683-4576  | Randall Nickel<br>11619 Inwood Drive,<br>Riverside, CA 92503-5000   | United Airlines<br>P.O. Box 0675<br>Carol Stream, IL 60132-0675  | United States Trustee (SA)<br>411 W Fourth St., Suite 7160<br>Santa Ana, CA 92701-4500   | Vivienne J Alston<br>Alston, Alston & 1<br>27201 Puerta Real<br>Mission Viejo, CA |
| 1, 92649-2288                   | Randall Nickel<br>c/o Mark Mellor, Esq.<br>6800 Indiana Ave. Ste. 220<br>Riverside, CA 92506-4267                    | Randall Nickel<br>c/o Mark Mellor, Esq. Ste. 220 6800<br>Indiana Ave.<br>Riverside, CA 92506  | Jennifer Paulin<br>4446 Alderpoint Dr.<br>Huntington Beach, CA 92649-2286  | Zanino Jasso<br>16025 Hermington Lane<br>Huntington Beach CA 92649-2278  | Jamie Lynn Gallia<br>16222 Monterey L<br>Huntington Beach                         |
| 1, 2660-2228                    | Robert P. Warmington Co.<br>c/o BS Investors<br>18201 Von Karman Ste. 450<br>Irvine, CA 92612-1195                   | Robert P. Warmington Co.<br>c/o BS Investors LP<br>18201 Von Karman Ste. 450<br>Irvine, CA 92612-1195   | Jeffrey I Golden (TR)<br>650 Town Center Drive, Suite 600<br>Costa Mesa, CA 92626-7121   |  |   |
| th Pl<br>)                      | S4 A California Limited Partnership<br>1001 Cove St Ste 230<br>Newport Beach CA 92660                                | Sandra L. Bradley<br>18 Meadowood<br>Coto De Caza, CA 92679-4738  |  |  |   |
| 679-4738                        | Stanley Feldsolt: Esq<br>Feldsolt & Lee<br>23161 Mill Creek Drive<br>Laguna Hills, CA 92653-7907                     | Steven A. Fink<br>13 Corporate Plaza Ste. 150<br>Newport Beach, CA 92660-7919   |  |  |   |
| Vest<br>3907                    | Superior Default Services Inc<br>c/o Feldsolt & Lee<br>23161 Mill Creek Drive Ste 300<br>Laguna Hills, CA 92653-7908 | Suzanne Tague<br>Ross Wolcott, Teinert, Prout<br>3151 Airway Ave. S-1<br>Costa Mesa, CA 92626-4627  |  |  |   |
| 1, 92649                        | Ted Phillips<br>17912 Sandra Lee<br>Huntington Beach, CA 92649   | The Huntington Beach Gables<br>Homeowners Association<br>c/o Epstein Grinell & Howell APC<br>10200 Willow Creek Road, Ste 100<br>San Diego, CA 92131-1669 |  |  |   |

## EXHIBIT 3



Jamie Gallian <jamiegallian@gmail.com>

---

**In re: Jamie Lynn Gallian**

3 messages

**Gloria Ramos** <GRamos@danninggill.com>  
To: "jamiegallian@gmail.com" <jamiegallian@gmail.com>  
Cc: Eric Israel <EPI@danninggill.com>

Wed, Oct 2, 2024 at 1:28 PM

Dear Ms. Gallian – attached is a copy of the following:

1. Fourth Stipulation Between the Chapter 7 Trustee and The Huntington Beach Gabes Homeowners Association to Toll Statues of Limitations; and
2. Notice of Lodgement.

Thank you.

**Gloria Ramos**

**Secretary to Eric P. Israel**  
Danning, Gill, Israel & Krasnoff, LLP  
1901 Avenue of the Stars, Suite 450  
Los Angeles CA 90067-6006  
(310) 277-0077 | (310) 277-5735 fax

[gramos@DanningGill.com](mailto:gramos@DanningGill.com) | [www.DanningGill.com](http://www.DanningGill.com)



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---

**2 attachments**

[F-Gallian - Fourth Stipulation between Tee and Huntington Beach Gables HOA.pdf](#)  
641K

[F-Gallian - NOL re Fourth Stipulation between Tee and Huntington Beach Gables HOA 1778510\\_1.pdf](#)  
68K

---

Jamie Gallian <jamiegallian@gmail.com>

Thu, Oct 3, 2024 at 9:27 AM

To: Eric Israel <EPI@danninggill.com>, Jeff Golden <jgolden@wgllp.com>

Cc: Jamie Gallian <jamiegallian@gmail.com>, Austin Nichter <anichter@cahoalaw.com>

Gentlemen,

Would you kindly explain the purpose of this 4th Stipulation.

As you know I was dismissed from this case as a Cross-Defendant by the Huntington Beach Gables which is identical to their adversary complaint.

The Trustee also abandon any claims he had or interests against Randal Nickel in the Gables HOA Adversary Case and In the OCSC Nickel v Huntington Beach Gables HOA, et al.

I am unclear why you need to file a 4th Stipulation in my Chapter 7.

How does this benefit my estate, if I was dismissed from this case approximately August 7, 2024.

Sincerely,

Jamie Gallian  
714-321-3449  
jamiegallian@gmail.com

----- Forwarded message -----

From: Gloria Ramos <GRamos@danninggill.com>  
Date: Wed, Oct 2, 2024 at 1:29 PM  
Subject: In re: Jamie Lynn Gallian  
To: jamiegallian@gmail.com <jamiegallian@gmail.com>  
Cc: Eric Israel <EPI@danninggill.com>

Dear Ms. Gallian – attached is a copy of the following:

1. Fourth Stipulation Between the Chapter 7 Trustee and The Huntington Beach Gables Homeowners Association to Toll Statues of Limitations; and
2. Notice of Lodgement.

Thank you.

Gloria Ramos

Secretary to Eric P. Israel  
Danning, Gill, Israel & Krasnoff, LLP  
1901 Avenue of the Stars, Suite 450  
Los Angeles CA 90067-6006  
(310) 277-0077 | (310) 277-5735 fax

[gramos@DanningGill.com](mailto:gramos@DanningGill.com) | [www.DanningGill.com](http://www.DanningGill.com)



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---

2 attachments

- F-Gallian - Fourth Stipulation between Tee and Huntington Beach Gables HOA.pdf  
641K
- F-Gallian - NOL re Fourth Stipulation between Tee and Huntington Beach Gables HOA 1778510\_1.pdf  
68K

---

Jamie Gallian <jamiegallian@gmail.com>

Thu, Oct 3, 2024 at 9:40 AM

To: Eric Israel <EPI@danninggill.com>, Jeff Golden <jgolden@wgllp.com>, Austin Nichter <anichter@cahoalaw.com>,

rgoe@goforlaw.com

Cc: Jamie Gallian <jamiegallian@gmail.com>

Please see Conformed Notice of Dismissal attached.

Please kindly respond to my questions in a timely manner.

Sincerely,

Jamie Gallian  
714-321-3449  
jamiegallian@gmail.com

----- Forwarded message -----

From: Jamie Gallian <jamiegallian@gmail.com>

Date: Thu, Oct 3, 2024 at 9:27 AM

Subject: Fwd: In re: Jamie Lynn Gallian

To: Eric Israel <EPI@danninggill.com>, Jeff Golden <jgolden@wglp.com>

Cc: Jamie Gallian <jamiegallian@gmail.com>, Austin Nichter <anichter@cahoalaw.com>

Gentlemen,

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As you know I was dismissed from this case as a Cross-Defendant by the Huntington Beach Gables which is identical to their adversary complaint.

The Trustee also abandon any claims he had or interests against Randal Nickel in the Gables HOA Adversary Case and In the OCSC Nickel v Huntington Beach Gables HOA, et al:

I am unclear why you need to file a 4th Stipulation in my Chapter 7.

How does this benefit my estate, if I was dismissed from this case approximately August 7, 2024.

Sincerely,

Jamie Gallian  
714-321-3449  
jamiegallian@gmail.com

----- Forwarded message -----

From: Gloria Ramos <GRamos@danninggill.com>

Date: Wed, Oct 2, 2024 at 1:29 PM

Subject: In re: Jamie Lynn Gallian

To: jamiegallian@gmail.com <jamiegallian@gmail.com>

Cc: Eric Israel <EPI@danninggill.com>

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1. Fourth Stipulation Between the Chapter 7 Trustee and The Huntington Beach Gables Homeowners Association to Toll Statues of Limitations; and
2. Notice of Lodgement.

Thank you.

Gloria Ramos

Secretary to Eric P. Israel  
Danning, Gill, Israel & Krasnoff, LLP

1901 Avenue of the Stars, Suite 450  
Los Angeles CA 90067-6006  
(310) 277-0077 | (310) 277-5735 fax

[gramos@DanningGill.com](mailto:gramos@DanningGill.com) | [www.DanningGill.com](http://www.DanningGill.com)



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Notwithstanding the Uniform Electronic Transactions Act or the applicability of any other law of similar substance and effect, absent an express statement to the contrary hereinabove, this e-mail message, its contents, and any attachments hereto are not intended to represent an offer or acceptance to enter into a contract and are not otherwise intended to bind the sender, Danning, Gill, Israel & Krasnoff, LLP, any of its clients, or any other person or entity.

---

**3 attachments**

- F-Gallian - Fourth Stipulation between Tee and Huntington Beach Gables HOA.pdf**  
641K
- F-Gallian - NOL re Fourth Stipulation between Tee and Huntington Beach Gables HOA 1778510\_1.pdf**  
68K
- Notice of HOA Diss Gallian.pdf**  
5344K

## EXHIBIT 4

1 ERIC P. ISRAEL (State Bar No. 132426)  
*eisrael@DanningGill.com*  
2 DANNING, GILL, ISRAEL & KRASNOFF, LLP  
1901 Avenue of the Stars, Suite 450  
3 Los Angeles, California 90067-6006  
Telephone: (310) 277-0077  
4 Facsimile: (310) 277-5735

5 Attorneys for Jeffrey I. Golden,  
Chapter 7 Trustee

UNITED STATES BANKRUPTCY COURT  
CENTRAL DISTRICT OF CALIFORNIA  
SANTA ANA DIVISION

11 | In re Case No. 8:21-bk-11710-SC

12 JAMIE LYNN GALLIAN,

Digitized by srujanika@gmail.com

## Chapter 7

**FOURTH STIPULATION BETWEEN  
THE CHAPTER 7 TRUSTEE AND THE  
HUNTINGTON BEACH GABLES  
HOMEOWNERS ASSOCIATION TO  
TOLL STATUTES OF LIMITATIONS**

[No Hearing Required]

17 This stipulation to toll statutes of limitations (the "Agreement"), dated as of October 1,  
18 2024, is entered into by and between Jeffrey I. Golden, as the Chapter 7 Trustee (the "Trustee") for  
19 the bankruptcy estate of Jamie Lynn Gallian (the "Debtor"), on the one hand, and The Huntington  
20 Beach Gables Homeowners Association (the "HOA"), on the other hand (collectively the "Parties"  
21 and each a "Party").

WHEREAS, on July 9, 2021 (the "Petition Date"), the Debtor filed a voluntary petition for relief under Chapter 7 of title 11 of the United States Code (the "Bankruptcy Code"), Bankruptcy Case No. 8:21-bk-11710-SC (the "Bankruptcy Case"), which case is currently pending in the Santa Ana Division of the United States Bankruptcy Court for the Central District of California, and Jeffrey I. Golden was appointed as the Chapter 7 trustee for the Debtor's bankruptcy estate.

WHEREAS, pursuant to Sections 108 and 546 of the Bankruptcy Code, the Trustee may have been required to bring certain claims and causes of action within two years of the Petition

1 Date.

2 WHEREAS, the parties previously tolled the deadline three times, the latest via a  
3 stipulation dated April 2, 2024 (*docket no. 389*), and order thereon entered on or about April 9,  
4 2024 (*docket no. 391*), the date by which the Trustee may have been required to file certain claims  
5 against the HOA was extended to October 9, 2024.

6 NOW, THEREFORE, the Parties agree and stipulate as follows:

7 1. Capitalized terms in this Agreement not defined elsewhere shall have the following  
8 meanings:

9 (a) "Claim" and/or "Claims" means any and all debts, duties, obligations,  
10 agreements, contracts, promises, covenants, representations, warranties, guaranties, breaches,  
11 defaults, damages, injuries, losses, demands, allegations, causes of action, actions, claims for relief,  
12 orders, judgments, liens, encumbrances, levies, charges, costs, expenses, attorneys' fees and other  
13 claims or liabilities of any kind, whether at law or in equity, whether known or unknown, and  
14 whether concealed or revealed that could be asserted by the Trustee or the Debtor's bankruptcy  
15 estate against the HOA. Without limiting the foregoing definition, which is intended to be  
16 construed as broadly as possible to include any and all claims of any kind or nature, the definition  
17 of "Claim" and/or "Claims" includes any and all claims under Sections 542 through 550, inclusive,  
18 of the Bankruptcy Code.

19 (b) "Limitations Period" means any statute of limitations, statute of repose,  
20 period of prescription, contractual period of limitation, laches, and any other rule or doctrine, at law  
21 or in equity, relating to the timeliness of any Claim(s).

22 2. The running of any Limitations Period that would otherwise apply to any Claims  
23 that the Trustee or the Debtor's bankruptcy estate may have against the HOA is hereby tolled  
24 through April 9, 2025 (the "Expiration Date") and the HOA hereby waives the invocation of any  
25 such Limitations Period as a defense only in the event, and provided that, the Claims are asserted or  
26 alleged against the HOA by action or proceeding brought in any court of competent jurisdiction on  
27 or before the Expiration Date, and the HOA hereby agrees that such action or proceeding will be  
28 deemed to have been commenced and the Claims legally interposed as of the date hereof for all

1 purposes, including, without limitation, for purposes of any Limitations Period.

2       3. This Agreement will remain in effect during the period from the date hereof until the  
3 Expiration Date (the "Tolling Period"), and any extensions thereof. The HOA agrees to waive and  
4 shall not assert any defenses against the Trustee or the Debtor's bankruptcy estate based on the  
5 passage of time during the Tolling Period as to Claims asserted or alleged by action or proceeding  
6 in any court of competent jurisdiction against the HOA on or before the Expiration Date.

7       4. If, after the Tolling Period, a Party brings an action against another, no Party may  
8 put forward or rely upon the time that elapses during the Tolling Period in any way in defending  
9 against any Claims.

10       5. Nothing herein shall constitute or be deemed to constitute an admission,  
11 acknowledgment, waiver or election on behalf of any Party as to any liability or wrongdoing, or the  
12 applicability of any Limitations Period, nor shall the tolling of the Limitations Period, as provided  
13 herein, serve to revive any Limitations Period that may have expired as of the date hereof. Nothing  
14 herein shall constitute or be deemed to constitute an admission or acknowledgment on behalf of  
15 any Party as to the existence or viability of any Claims. Moreover, nothing herein shall be deemed  
16 a waiver of the automatic or any other stay otherwise in place in the Bankruptcy Case.

17       6. Each of the undersigned represents that he or she has the authority to execute this  
18 Agreement on behalf of the Party for whom it is executed.

19       7. This Agreement cannot be offered or received in evidence in any legal action among  
20 the Parties except to enforce the terms of the Agreement.

21       8. This Agreement shall be binding upon and inure to the benefit of the Trustee, the  
22 HOA, and each of their respective successors and assigns.

23       9. A facsimile or emailed copy of the executed Agreement shall serve as an original.

24       10. Except as expressly provided herein, this Agreement shall not constitute a waiver or  
25 release of any rights, claims or defenses by any Party hereto.

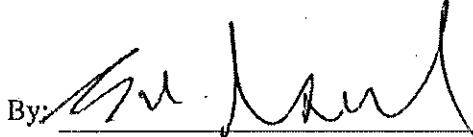
26       11. This Agreement constitutes the entire and integrated agreement of the Parties with  
27 respect to the subject matters hereof, and may not be altered, modified or amended, except in a  
28 writing signed by the Parties.

1       12. Each Party represents and warrants that it has taken all necessary corporate and legal  
2 action required to duly approve the making and performance of this Agreement and that no further  
3 action is necessary to make this stipulation binding and legally enforceable, except for the  
4 Bankruptcy Court approval contemplated herein, and the undersigned counsel represent and  
5 warrant that they have been and are duly authorized by the respective Parties to sign this  
6 Agreement on their behalf.

7       13. The Trustee shall lodge an order approving and giving effect to this Agreement.  
8

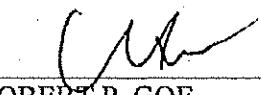
9           IN WITNESS OF THE FOREGOING, the Parties, by and through their counsel, have  
10 executed, or caused to be executed, this Agreement as of the date first written above.

11           DANNING, GILL, ISRAEL & KRASNOFF, LLP  
12

13           By:   
14           ERIC P. ISRAEL

15           Attorneys for Jeffrey I. Golden, Chapter 7 Trustee for the  
16           bankruptcy estate of Jamie Lynn Gallian

17           GOE FORSYTHE & HODGES LLP  
18

19           By:   
20           ROBERT P. GOE  
21           Attorneys for The Huntington Beach Gables Homeowners  
22           Association

23

24

25

26

27

28

## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is 1901 Avenue of the Stars, Suite 450, Los Angeles, CA 90067-6006.

A true and correct copy of the foregoing document entitled (specify): FOURTH STIPULATION BETWEEN THE CHAPTER 7 TRUSTEE AND THE HUNTINGTON BEACH GABLES HOMEOWNERS ASSOCIATION TO TOLL STATUTES OF LIMITATIONS will be served or was served (a) on the Judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (date) October 2, 2024 I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Service information continued on attached page.

**2. SERVED BY UNITED STATES MAIL:**

On (date) October 2, 2024, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the Judge here constitutes a declaration that mailing to the Judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page.

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served):** Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (date) October 2, 2024, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

October 2, 2024  
Date

Gloria Ramos  
Printed Name

/s/ Gloria Ramos  
Signature

**1. SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF")**

- **Bradford Barnhardt** bbarnhardt@marshackhays.com, bbarnhardt@ecf.courtdrive.com, alinares@ecf.courtdrive.com
- **Aaron E. De Leest** adeleest@marshackhays.com, adeleest@marshackhays.com, alinares@ecf.courtdrive.com
- **Robert P Goe** kmurphy@goeforlaw.com, rgoe@goeforlaw.com; goeforecf@gmail.com; Goe.RobertP.R@notify.bestcase.com; ajohnston@goeforlaw.com
- **Jeffrey I Golden (TR)** lwerner@go2.law, jig@trustesolutions.net; kadele@go2.law; C205@ecfcbis.com
- **D Edward Hays** ehays@marshackhays.com, ehays@ecf.courtdrive.com; alinares@ecf.courtdrive.com; cmendoza@marshackhays.com; cmendoza@ecf.courtdrive.com
- **Brandon J. Iskander** biskander@goeforlaw.com, kmurphy@goeforlaw.com
- **Eric P Israel** eisrael@danninggill.com, danninggill@gmail.com; eisrael@ecf.inforuptcy.com
- **Shantal Malmed** shantal.malmed@gmlaw.com, cheryl.caldwell@gmlaw.com
- **Laila Masud** lmasud@marshackhays.com, lmasud@ecf.courtdrive.com; lbuchanan@marshackhays.com; alinares@ecf.courtdrive.com
- **Mark A Mellor** mail@mellorlawfirm.com, mellormr79158@notify.bestcase.com
- **Valerie Smith** claims@recoverycorp.com
- **United States Trustee (SA)** ustpregion16.sa.ecf@usdoj.gov

**2. SERVED BY U.S. MAIL**

The Honorable Scott C. Clarkson  
U.S. Bankruptcy Court  
Ronald Reagan Federal Building  
411 W, Fourth Street, Suite 5130  
Santa Ana, CA 92701

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR E-MAIL**

By Email:  
Jamie Lynn Gallian [jamiegallian@gmail.com](mailto:jamiegallian@gmail.com)

1 ERIC P. ISRAEL (State Bar No. 132426)  
*eisrael@DanningGill.com*  
2 DANNING, GILL, ISRAEL & KRASNOFF, LLP  
1901 Avenue of the Stars, Suite 450  
3 Los Angeles, California 90067-6006  
Telephone: (310) 277-0077  
4 Facsimile: (310) 277-5735

5 Attorneys for Jeffrey I. Golden,  
Chapter 7 Trustee

6

7 **UNITED STATES BANKRUPTCY COURT**  
8 **CENTRAL DISTRICT OF CALIFORNIA**  
9 **SANTA ANA DIVISION**

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In re

Case No. 8:21-bk-11710-SC

JAMIE LYNN GALLIAN,

Chapter 7

Debtor.

**FOURTH STIPULATION BETWEEN  
THE CHAPTER 7 TRUSTEE AND THE  
HUNTINGTON BEACH GABLES  
HOMEOWNERS ASSOCIATION TO  
TOLL STATUTES OF LIMITATIONS**

[No Hearing Required]

17

This stipulation to toll statutes of limitations (the "Agreement"), dated as of October 1, 2024, is entered into by and between Jeffrey I. Golden, as the Chapter 7 Trustee (the "Trustee") for the bankruptcy estate of Jamie Lynn Gallian (the "Debtor"), on the one hand, and The Huntington Beach Gables Homeowners Association (the "HOA"), on the other hand (collectively the "Parties" and each a "Party").

22

WHEREAS, on July 9, 2021 (the "Petition Date"), the Debtor filed a voluntary petition for relief under Chapter 7 of title 11 of the United States Code (the "Bankruptcy Code"), Bankruptcy Case No. 8:21-bk-11710-SC (the "Bankruptcy Case"), which case is currently pending in the Santa Ana Division of the United States Bankruptcy Court for the Central District of California, and Jeffrey I. Golden was appointed as the Chapter 7 trustee for the Debtor's bankruptcy estate.

27

WHEREAS, pursuant to Sections 108 and 546 of the Bankruptcy Code, the Trustee may have been required to bring certain claims and causes of action within two years of the Petition

1 Date.

2 WHEREAS, the parties previously tolled the deadline three times, the latest via a  
3 stipulation dated April 2, 2024 (*docket no. 389*), and order thereon entered on or about April 9,  
4 2024 (*docket no. 391*), the date by which the Trustee may have been required to file certain claims  
5 against the HOA was extended to October 9, 2024.

6 NOW, THEREFORE, the Parties agree and stipulate as follows:

7 1. Capitalized terms in this Agreement not defined elsewhere shall have the following  
8 meanings:

9 (a) "Claim" and/or "Claims" means any and all debts, duties, obligations,  
10 agreements, contracts, promises, covenants, representations, warranties, guaranties, breaches,  
11 defaults, damages, injuries, losses, demands, allegations, causes of action, actions, claims for relief,  
12 orders, judgments, liens, encumbrances, levies, charges, costs, expenses, attorneys' fees and other  
13 claims or liabilities of any kind, whether at law or in equity, whether known or unknown, and  
14 whether concealed or revealed that could be asserted by the Trustee or the Debtor's bankruptcy  
15 estate against the HOA. Without limiting the foregoing definition, which is intended to be  
16 construed as broadly as possible to include any and all claims of any kind or nature, the definition  
17 of "Claim" and/or "Claims" includes any and all claims under Sections 542 through 550, inclusive,  
18 of the Bankruptcy Code.

19 (b) "Limitations Period" means any statute of limitations, statute of repose,  
20 period of prescription, contractual period of limitation, laches, and any other rule or doctrine, at law  
21 or in equity, relating to the timeliness of any Claim(s).

22 2. The running of any Limitations Period that would otherwise apply to any Claims  
23 that the Trustee or the Debtor's bankruptcy estate may have against the HOA is hereby tolled  
24 through April 9, 2025 (the "Expiration Date") and the HOA hereby waives the invocation of any  
25 such Limitations Period as a defense only in the event, and provided that, the Claims are asserted or  
26 alleged against the HOA by action or proceeding brought in any court of competent jurisdiction on  
27 or before the Expiration Date, and the HOA hereby agrees that such action or proceeding will be  
28 deemed to have been commenced and the Claims legally interposed as of the date hereof for all

1 purposes, including, without limitation, for purposes of any Limitations Period.

2       3. This Agreement will remain in effect during the period from the date hereof until the  
3 Expiration Date (the "Tolling Period"), and any extensions thereof. The HOA agrees to waive and  
4 shall not assert any defenses against the Trustee or the Debtor's bankruptcy estate based on the  
5 passage of time during the Tolling Period as to Claims asserted or alleged by action or proceeding  
6 in any court of competent jurisdiction against the HOA on or before the Expiration Date.

7       4. If, after the Tolling Period, a Party brings an action against another, no Party may  
8 put forward or rely upon the time that elapses during the Tolling Period in any way in defending  
9 against any Claims.

10       5. Nothing herein shall constitute or be deemed to constitute an admission,  
11 acknowledgment, waiver or election on behalf of any Party as to any liability or wrongdoing, or the  
12 applicability of any Limitations Period, nor shall the tolling of the Limitations Period, as provided  
13 herein, serve to revive any Limitations Period that may have expired as of the date hereof. Nothing  
14 herein shall constitute or be deemed to constitute an admission or acknowledgment on behalf of  
15 any Party as to the existence or viability of any Claims. Moreover, nothing herein shall be deemed  
16 a waiver of the automatic or any other stay otherwise in place in the Bankruptcy Case.

17       6. Each of the undersigned represents that he or she has the authority to execute this  
18 Agreement on behalf of the Party for whom it is executed.

19       7. This Agreement cannot be offered or received in evidence in any legal action among  
20 the Parties except to enforce the terms of the Agreement.

21       8. This Agreement shall be binding upon and inure to the benefit of the Trustee, the  
22 HOA; and each of their respective successors and assigns.

23       9. A facsimile or emailed copy of the executed Agreement shall serve as an original.

24       10. Except as expressly provided herein, this Agreement shall not constitute a waiver or  
25 release of any rights, claims or defenses by any Party hereto.

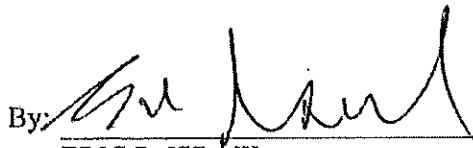
26       11. This Agreement constitutes the entire and integrated agreement of the Parties with  
27 respect to the subject matters hereof, and may not be altered, modified or amended, except in a  
28 writing signed by the Parties.

1       12. Each Party represents and warrants that it has taken all necessary corporate and legal  
2 action required to duly approve the making and performance of this Agreement and that no further  
3 action is necessary to make this stipulation binding and legally enforceable, except for the  
4 Bankruptcy Court approval contemplated herein, and the undersigned counsel represent and  
5 warrant that they have been and are duly authorized by the respective Parties to sign this  
6 Agreement on their behalf.

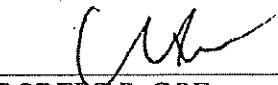
7       13. The Trustee shall lodge an order approving and giving effect to this Agreement.

9       IN WITNESS OF THE FOREGOING, the Parties, by and through their counsel, have  
10 executed, or caused to be executed, this Agreement as of the date first written above.

11       DANNING, GILL, ISRAEL & KRASNOFF, LLP

13       By:   
14       ERIC P. ISRAEL  
15       Attorneys for Jeffrey I. Golden, Chapter 7 Trustee for the  
16       bankruptcy estate of Jamie Lynn Gallian

17       GOE FORSYTHE & HODGES LLP

19       By:   
20       ROBERT P. GOE  
21       Attorneys for The Huntington Beach Gables Homeowners  
22       Association

23  
24  
25  
26  
27  
28

## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is 1901 Avenue of the Stars, Suite 450, Los Angeles, CA 90067-6006.

A true and correct copy of the foregoing document entitled (specify): FOURTH STIPULATION BETWEEN THE CHAPTER 7 TRUSTEE AND THE HUNTINGTON BEACH GABLES HOMEOWNERS ASSOCIATION TO TOLL STATUTES OF LIMITATIONS will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (date) October 2, 2024 I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Service information continued on attached page.

**2. SERVED BY UNITED STATES MAIL:**

On (date) October 2, 2024, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page.

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served):** Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (date) October 2, 2024, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

October 2, 2024  
Date

Gloria Ramos  
Printed Name

/s/ Gloria Ramos  
Signature

**1. SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF")**

- Bradford Barnhardt bbarnhardt@marshackhays.com, bbarnhardt@ecf.courtdrive.com, alinares@ecf.courtdrive.com
- Aaron E. De Leest adeleest@marshackhays.com, adeleest@marshackhays.com, alinares@ecf.courtdrive.com
- Robert P Goe kmurphy@goeforlaw.com, rgoe@goeforlaw.com; goeforecf@gmail.com; Goe.RobertP.R@notify.bestcase.com; ajohnston@goeforlaw.com
- Jeffrey I Golden (TR) lwerner@go2.law, jig@trustesolutions.net; kadele@go2.law; C205@ecfcbis.com
- D Edward Hays ehays@marshackhays.com, chays@ecf.courtdrive.com; alinares@ecf.courtdrive.com; cmendoza@marshackhays.com; cmendoza@ecf.courtdrive.com
- Brandon J. Iskander biskander@goeforlaw.com, kmurphy@goeforlaw.com
- Eric P Israel eisrael@danninggill.com, danninggill@gmail.com; eisrael@ecf.inforuptcy.com
- Shantal Malmed shantal.malmed@gmlaw.com, cheryl.caldwell@gmlaw.com
- Laila Masud lmasud@marshackhays.com, lmasud@ecf.courtdrive.com; lbuchanan@marshackhays.com; alinares@ecf.courtdrive.com
- Mark A Mellor mail@mellorlawfirm.com, mellormr79158@notify.bestcase.com
- Valerie Smith claims@recoverycorp.com
- United States Trustee (SA) ustpregion16.sa.ecf@usdoj.gov

**2. SERVED BY U.S. MAIL**

The Honorable Scott C. Clarkson  
U.S. Bankruptcy Court  
Ronald Reagan Federal Building  
411 W. Fourth Street, Suite 5130  
Santa Ana, CA 92701

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR E-MAIL**

By Email:  
Jamie Lynn Gallian jamiegallian@gmail.com

## EXHIBIT 5

|   |   |
|---|---|
| Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address<br><br>Eric P. Israel (State Bar No. 132426)<br><i>eisrael@DanningGill.com</i><br>Danning, Gill, Israel & Krasnoff, LLP<br>1901 Avenue of the Stars, Suite 450<br>Los Angeles, California 90067-6006<br>Tel.: (310) 277-0077<br>Fax: (310) 277-5735<br><br><br><input type="checkbox"/> Individual appearing without attorney<br><input checked="" type="checkbox"/> Attorney for Jeffrey I. Golden, Chapter 7 Trustee | FOR COURT USE ONLY  |
| <b>UNITED STATES BANKRUPTCY COURT<br/>CENTRAL DISTRICT OF CALIFORNIA - SANTA ANA DIVISION</b>   |   |
| <p>In re:<br/><br/>JAMIE LYNN GALLIAN,</p> <p style="text-align: right;">Debtor(s)</p>  | <p>CASE NO.: 8:21-bk-11710-SC<br/>CHAPTER: 7</p> <p><b>NOTICE OF LODGMENT OF ORDER IN<br/>BANKRUPTCY CASE RE: (title of motion<sup>1</sup>):<br/><u>FOURTH STIPULATION BETWEEN THE</u><br/><u>CHAPTER 7 TRUSTEE AND THE</u><br/><u>HUNTINGTON BEACH GABLES</u><br/><u>HOMEOWNERS ASSOCIATION TO TOLL</u><br/><u>STATUTES OF LIMITATIONS (458)</u></b></p> |

PLEASE TAKE NOTE that the order titled ORDER APPROVING FOURTH STIPULATION BETWEEN THE CHAPTER 7 TRUSTEE AND THE HUNTINGTON BEACH GABLES HOMEOWNERS ASSOCIATION TO TOLL STATUTES OF LIMITATIONS was lodged on (date) OCTOBER 2, 2024 and is attached. This order relates to the motion which is docket number 458.

<sup>1</sup> Please abbreviate if title cannot fit into text field

## EXHIBIT “A”

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This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

December 2012  
1778510.1 27064

Page 2

F 9021-1.2.BK.NOTICE.LODGMEN

1 ERIC P. ISRAEL (State Bar No. 132426)  
2 *eisrael@DanningGill.com*  
3 DANNING, GILL, ISRAEL & KRASNOFF, LLP  
4 1901 Avenue of the Stars, Suite 450  
5 Los Angeles, California 90067-6006  
6 Telephone: (310) 277-0077  
7 Facsimile: (310) 277-5735

8 Attorneys for Jeffrey I. Golden,  
9 Chapter 7 Trustee

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**UNITED STATES BANKRUPTCY COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**  
**SANTA ANA DIVISION**

10 In re  
11 JAMIE LYNN GALLIAN,  
12  
13 Debtor.

Case No. 8:21-bk-11710-SC  
Chapter 7

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**ORDER APPROVING FOURTH  
STIPULATION BETWEEN THE  
CHAPTER 7 TRUSTEE AND THE  
HUNTINGTON BEACH GABLES  
HOMEOWNERS ASSOCIATION TO  
TOLL STATUTES OF LIMITATIONS**

[No Hearing Required]

On or about October 2, 2024, Jeffrey I. Golden, as the Chapter 7 Trustee (the "Trustee") for the bankruptcy estate of Jamie Lynn Gallian (the "Debtor"), filed his fourth stipulation to toll statutes of limitations (*docket no. 458*) (the "Stipulation"), with The Huntington Beach Gables Homeowners Association (the "HOA").

The Court having read and considered the Stipulation; good cause appearing therefor; it is hereby

ORDERED THAT:

1. The Stipulation is approved.
2. Without limiting the terms of the Stipulation, the running of any Limitations Period (as defined in the Stipulation) that would otherwise apply to any Claims (as defined in the Stipulation) that the Trustee or the Debtor's bankruptcy estate may have against the HOA is hereby

1 tolled through April 9, 2025 (the “Expiration Date”) and the HOA waives the invocation of any  
2 such Limitations Period as a defense only in the event, and provided that, the Claims are asserted or  
3 alleged against the HOA by action or proceeding brought in any court of competent jurisdiction on  
4 or before the Expiration Date, and the HOA hereby agrees that such action or proceeding will be  
5 deemed to have been commenced and the Claims legally interposed as of the date hereof for all  
6 purposes, including, without limitation, for purposes of any Limitations Period.

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## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is 16222 Monterey Ln. Unit 378.

A true and correct copy of the foregoing document entitled: will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below: **OPPOSITION TO CHAPTER 7 TRUSTEE AND HUNTINGTON BEACH GABLES 4TH STIPULATION AS UNNECESSARY AS STATE COURT CROSS-COMPLAINT CASE NO. 30-2020-0116055 FILED BY HUNTINGTON BEACH GABLES HOMEOWNERS ASSOCIATION AGAINST DEBTOR WAS DISMISSED AGAINST DEBTOR REGARDING UNIFORM VOIDABLE TRANSACTIONS ACT (UVTA) ON AUGUST 7, 2024 DOC 465; DECLARATION OF JAMIE LYNN GALLIAN**

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (date) October 3, 2024 I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:  Service information continued on attached page.

2. SERVED BY UNITED STATES MAIL:

On (date) , I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page.

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served):** Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (date) October 2, 2024, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

October 3, 2024

JOSEPH CLARK

Date \_\_\_\_\_

*Printed Name*

*Joseph Clark*  
Signature

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

ADDITIONAL SERVICE INFORMATION (if needed):

**1. SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF")**

- **Bradford Barnhardt** bbarnhardt@marshackhays.com, bbarnhardt@ecf.courtdrive.com, alinares@ecf.courtdrive.com
- **Aaron E. De Leest** adeleest@marshackhays.com, adeleest@marshackhays.com, alinares@ecf.courtdrive.com
- **Robert P Goe** kmurphy@goeforlaw.com, rgoe@goeforlaw.com; goeforecf@gmail.com; Goe.RobertP.R@notify.bestcase.com; ajohnston@goforlaw.com
- **Jeffrey I Golden (TR)** lwerner@go2.law, jig@trustesolutions.net; kadele@go2.law; C205@ecfcbis.com
- **D Edward Hays** ehays@marshackhays.com, ehays@ecf.courtdrive.com; alinares@ecf.courtdrive.com; cmendoza@marshackhays.com; cmendoza@ecf.courtdrive.com
- **Brandon J. Iskander** biskander@goeforlaw.com, kmurphy@goeforlaw.com
- **Eric P Israel** eisrael@danninggill.com, danninggill@gmail.com; eisrael@ecf.inforuptcy.com
- **Shantal Malmed** shantal.malmed@gmlaw.com, cheryl.caldwell@gmlaw.com
- **Laila Masud** lmasud@marshackhays.com, lmasud@ecf.courtdrive.com; lbuchanan@marshackhays.com; alinares@ecf.courtdrive.com
- **Mark A Mellor** mail@mellorlawfirm.com, mellormr79158@notify.bestcase.com
- **Valerie Smith** claims@recoverycorp.com
- **United States Trustee (SA)** ustpregion16.sa.ecf@usdoj.gov

**2. SERVED BY U.S. MAIL**

The Honorable Scott C. Clarkson  
U.S. Bankruptcy Court  
Ronald Reagan Federal Building  
411 W. Fourth Street, Suite 5130  
Santa Ana, CA 92701

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR E-MAIL**